

**AMENDMENT NO. 1
TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF
SANTA CLARA, CALIFORNIA, AND
QWEST COMMUNICATIONS, INC.
(NOW KNOWN AS QWEST COMMUNICATIONS CORPORATION)**

PREAMBLE

This agreement "Amendment No. 1" is made and entered into on this ____ day of _____, 2008 ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California, 95050 ("City") and Qwest Communications, Inc. (now known as QWEST COMMUNICATIONS, CORPORATION) a Delaware corporation ("Lessee"), with an office at 1801 California Street, Denver, Colorado, 80202. Lessee and City may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Lease Agreement by and between the City of Santa Clara, California, and Metromedia Fiber Network Services, Inc., dated February 6, 2007 (the "Original Agreement"); and
- B. Qwest Communications, Inc. has since informed City that the proper name for this division is "Qwest Communications Corporation".
- C. The Parties now wish to amend the Original Agreement to add new language concerning Qwest Communications, Inc., changing its name to "Qwest Communications Corporation."

In consideration of the above Recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, and the following mutual covenants and obligations, the Parties agree as follows:

AGREEMENT PROVISIONS

- 1.0 That all references in the Preamble to the Original Agreement which refer to Qwest Communications, Inc. are hereby amended and shall now read as "Qwest Communications Corporation."

- 2.0 All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representative. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

HELENE LEICHTER
City Attorney

By: _____
JENNIFER SPARACINO
City Manager

ATTEST

ROD DIRIDON, JR.
City Clerk

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

"City"

**QWEST COMMUNICATIONS CORPORATION
a Delaware corporation**

By: Diane Wright 11/17/2008
Name: Diane Wright
Title: Contract Manager
Address: 1801 California St.
 Denver, CO 80202
Phone: (303) 992-1400
Fax: (303) 896-8515

"Lessee"